

REQUEST FOR PROPOSAL GNMA-01-OL-02 (R-OPC-21919)
(Formerly GNMA-01-0L-01)

Ginnie Mae Legal Advisors

Date Issued : **January 26, 2001**

Closing Date: **February 26, 2001**

Closing Time: **4 p.m (Eastern Time)**

Dear Offeror:

Enclosed is Request for Proposal (RFP) GNMA-01-OL-02 (R-OPC-21919), formerly GNMA-00-OL-01, for Ginnie Mae Legal Advisors. The solicitation describes the requirements for the above full and open competition. Multiple three-year contracts will be awarded with two one-year options to renew.

Questions regarding the RFP should be submitted in writing no later than COB, **February 5, 2001**. You may fax your questions to Susan M. Taylor 202-708-3239 or E-mail them to Susan_M._Taylor@hud.gov.

The RFP is structured in accordance with the Uniform Contract Format required by the Federal Acquisition Regulations. Identified below are certain important items and their location in the RFP.

1. Section B - Price Schedule for Services.
2. Section C - Statement of Work.
3. Section K - Representations and Certifications, which must be completed and signed by an authorized representative of the offeror. The SIC code for this procurement is 8111, now NAICS code 541110.
4. Section L - Instructions concerning proposal preparation and submission.
5. Section M - Evaluation Factors for Award.

Many clauses in this RFP are incorporated by reference using FAR citations. Offerors are responsible for familiarizing themselves with all contract requirements, including those merely cited. You should carefully review the entire RFP if you intend to submit a proposal.

If you obtained this solicitation from a source other than HUD, or if you downloaded it from HUD's Home Page, you WILL NOT receive any amendments. If you received this solicitation as a result of a written request you will be mailed all amendments issued. You are advised to check HUD's Home Page periodically for any amendments to this solicitation. All amendments will be posted electronically at:
<http://www.hud.gov/cts/ctsoprty.html>.

As indicated in Block 9, Standard Form 33, the place designated for submission of proposals is Room 6151 at 451 Seventh Street, S.W., Washington, DC 20410. This is the only place to which proposals may be mailed or hand-carried. Prospective offerors should be aware that the HUD Building is a secure building. Visitors must enter at either the Northeast entrance or the Southeast main entrance. Visitors have the option to be prescreened. Visitors will need to provide their name, date of birth, social security number, date and time of expected visit, and the office telephone number of the person to be visited. Any visitors that are not prescreened will, upon arrival at the HUD Headquarters Building, be required to walk through a metal detector, have all belongings screened by an x-ray system, show valid picture identification, sign the visitor's log, and wait for an escort to arrive to take you to the appointment. Guards will telephone the visitor's HUD contract to announce their arrival and confirm their appointment prior to allowing entry; this will require extra time. Prescreening will eliminate the lengthy process as delineated above, therefore, it is highly recommended. Offerors must therefore ensure that any commercial delivery service or company employee has appropriate identification, and should allow extra time for any hand-carried deliveries. Delay experienced at the guard desk or refusal of admission DO NOT constitute excusable delays.

Proposals should be clearly marked: R-OPC-21919 on the outermost mailing envelope. Please direct any questions to me at 202-708-4531.

Sincerely,

Susan M. Taylor
Contracting Officer
Administration Support Division
Office of Procurement and Contracts

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED) ORDER UNDER DPAS (15 CFR 350		RATING	PAGE	OF
2. CONTRACT NO.		3. SOLICITATION NO. GNMA-01-OL-02 (R-OPC-21919)		4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (RFP)	5. DATE ISSUED 1/26/01	6. REQUISITION/PURCHASE NO
7. ISSUED BY: Government National Mortgage Assoc. Dept. of Housing & Urban Dev. 451 7 th St., SW, Room 6151 Washington, DC 20410		CODE		8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations, "offer" and "Offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and	4	copies for furnishing the supplies or services in the schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in	Item 7	until	4:00 pm	local time	2/26/01
					(Hour)		(Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-1
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Susan M. Taylor	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 202-708-4531
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10	CALENDAR DAYS	%	20	CALENDAR DAYS	%	30	CALENDAR DAYS	%	CALENDAR DAY	
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of the amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.		DATE		AMENDMENT NO.		DATE				
15A. NAME		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)						
AND ADDRESS OF OFFEROR											
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE		18. OFFER DATE					

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION 10 U.S.C.2304 (c) ()	41 U.S.C. 253 (c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official notice.

NSN 7540-01-152-8064

33-132

PREVIOUS EDITION NOT USABLE

STANDARD FORM 33 (Rev 4-8

Prescribed by GSA FAR (48 CFR) 53.214(

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 DESCRIPTION OF SERVICES

The Contractor shall provide legal services relative to a variety of legal matters, as described in Section C of the solicitation, to include providing advice, assistance, and issuance of legal opinions, review of regulations, research on tax and insurance issues, development of new programs and guides, and litigation support.

B.2 PERIOD OF PERFORMANCE

Ginnie Mae's current legal services contract will expire August 11, 2001. Accordingly, it is anticipated that contract will commence approximately August 12, 2001. The period of performance will be for three years with two one-year options to renew.

B.3 MULTIPLE AWARD

The government has determined that it intends to make an award to more than one firm under this solicitation. Task orders will be competed among the contract awardees in accordance with procedures outlined in this solicitation in Section F.

B.4 AS 108 MINIMUM/MAXIMUM QUANTITIES FOR ORDER (SERVICES OR SUPPLIES) (NOV 1997)

- (a) The Government shall place orders under this contract which shall cumulatively total at least \$10,000 .
- (b) The maximum cumulative dollar value of orders placed under this contract shall not exceed \$25,000,000.
- (c) The Government is not obligated to order any specific minimum or maximum number of hours from any labor category or combination of categories.

(See also Section I, clause FAR 52.216-22, Indefinite Quantity)

B.5 AS 112 LABOR CATEGORIES, UNIT PRICES PER HOUR AND PAYMENT (NOV 1997)

B.5.a. Labor

The contractor shall provide the following types of labor at the corresponding unit price per hour in accordance with the terms of this contract. The unit price per hour is inclusive of the hourly wage plus any applicable labor overhead, General and Administrative (G&A) expenses, and profit, including travel expenses to HUD Headquarters for meetings. Travel costs to other locations associated with the performance of services required shall be reimbursed on a cost reimbursement basis. (See Contractor Employee Travel” located in Section I.) Payment shall be made to the contractor upon delivery to and acceptance by the Government of the required services. The total amounts billed shall be derived by multiplying the actual number of hours worked per category by the corresponding price per hour. (See FAR 52.232.7). A single fixed dollar hourly fee must be specified for each category of employee that covers all services and all expenses including, among others, copying, telephone, storage expenses, messenger service, and postage. The only exceptions to this requirement are for printing costs, if requested by Ginnie Mae, and filing fees in the case of litigation or arbitration.

Labor categories include the following:

Senior Partner - an individual who has been a partner with the offeror or another law firm for at least seven years

Junior Partner - an individual who is a partner but does not have at least seven years experience as a partner

Senior Attorney - an individual who is not a partner but who has practiced law for at least eight years

Senior Associate - an individual who has been an associate with the offeror or another law firm for at least four years

Junior Associate - an individual who has been an associate with the offeror or another law firm less than four years

Paralegal - an attorney assistant. All paralegals are billed at the same rate.

<u>Category</u>	<u>Unit Price Per Hour- Base Period</u>	<u>Option Yr. 1</u>	<u>Option Yr. 2</u>
Senior Partner	_____	_____	_____
Junior Partner	_____	_____	_____
Senior Attorney	_____	_____	_____
Senior Associate	_____	_____	_____
Junior Associate	_____	_____	_____
Paralegal	_____	_____	_____

B.5.b. Administrative Support Services

If Ginnie Mae has a need for administrative support services, the price for those services will be negotiated on an individual task order basis.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 BACKGROUND

Ginnie Mae requires the assistance of outside legal counsel to assist with a variety of legal matters related to the operation of Ginnie Mae's programs. The legal assistance under this contract will be directed by the General Counsel of the Department of Housing and Urban Development. All work requested under this contract will be reviewed and approved by the Assistant General Counsel for the Ginnie Mae/Finance Division or her designee in conjunction with the Ginnie Mae Government Technical Representative.

C.2 SCOPE OF WORK

Services which may be requested under this contract include, but are not limited to, the following:

I. Mortgage-Backed Securities (MBS) Program

Review of documents, legal advice, assistance and counsel, including preparation and issuance of such legal opinions as may be required by the Office of General Counsel (OGC) and Ginnie Mae, regarding the operation of Ginnie Mae's MBS programs and the development and implementation of new programs. This responsibility may include, but is not limited to, the following specific legal services:

- A. Advice on product or program structures, revisions or enhancements, market issues and other matters, taking into account Ginnie Mae's priorities, available staffing and other resources;
- B. Preparation of responses to legal questions and issues that arise in the MBS program, including conducting legal research on legal issues, preparing written legal opinions, and preparing or assisting in preparation of legal documents;
- C. Assistance in drafting or revising guides, handbooks, promotional materials or other documents;
- D. Assistance in drafting legislation, regulations and other documents;
- E. Advice as to the necessity of other legal documents and assistance in preparing, reviewing and negotiating such documents;
- F. Advice and assistance at transaction closings, including preparation and/or review or closing documents;
- G. Assistance with any legal issues or problems which arise in relation to any given transaction or the ongoing program, and advice and assistance as to other matters relating to development of new products; and,
- H. Other assistance that may be required in connection with the MBS program, such as participation in litigation relating to MBS or representation at meetings.

II. Multiclass Securities Program

A. Operation of Program

Advice, assistance and counsel, including the issuance of such legal opinions as may be required by the OGC and Ginnie Mae, regarding the development, implementation and operation of Ginnie Mae's multiclass securities programs. This responsibility may include, but is not limited to, the following specific services:

1. Review of proposed transactions to advise Ginnie Mae concerning legal propriety and tax status;
2. Review of the offering and disclosure documents in the transactions to advise Ginnie Mae concerning legal sufficiency;
3. Advice and assistance at Real Estate Mortgage Investment Conduit (REMIC) closings, including preparation or review of closing documents as necessary;
4. Issuance of a closing opinion letter substantially in conformance with Ginnie Mae's standard opinion letter, a copy of which is provided with the RFP as an attachment;
5. Assistance with any legal issues or problems which arise after issuance of the securities;
6. Advice on program enhancements and/or modifications;
7. Assistance in the update and enhancement of any multiclass program documents, guides, handbooks, or promotional materials; and,
8. Maintenance of complete files of all published offering circulars and closing books.

B. General Multiclass Assistance and Advice

Review of documents, legal advice, assistance and counsel, including preparation and issuance of such legal opinions as may be required by OGC and Ginnie Mae, regarding the operation of Ginnie Mae's multiclass programs and the development and implementation of new programs. This responsibility may include, but is not limited to, the following specific legal services:

1. Advice on product or program structures, revisions or enhancements, market issues and other matters, taking into account Ginnie Mae's priorities, available staffing and other resources;
2. Preparation of responses to legal questions and issues that arise in the multiclass programs, including conducting legal research on legal issues, preparing written legal opinions, and preparing or assisting in preparation of legal documents;
3. Assistance in drafting or revising guides, handbooks, promotional materials or other documents;
4. Assistance in drafting legislation, regulations and other documents;
5. Advice as to the necessity of other legal documents and assistance in preparing, reviewing and negotiating such documents;
6. Advice and assistance at transaction closings, including preparation and/or review or closing

documents;

7. Assistance with any legal issues or problems which arise in relation to any given transaction or the ongoing program, and advice and assistance as to other matters relevant to development of new products; and,
8. Other assistance that may be required in connection with the multiclass programs, such as participation in litigation relating to MBS or representation at meetings.

III. Intellectual Property

Assist Ginnie Mae with intellectual property issues or problems which arise in connection with Ginnie Mae's MBS and multiclass programs, including ordered services in trademarks, copyrights, patents, trade secrets, privacy and computer law matters, and advice and assistance with disputes, litigation, or administrative proceedings that arise from Ginnie Mae's programs, which may include assisting with representing Ginnie Mae nationwide before federal and state courts, and the Trademark Trial and Appeal Board, and internationally before foreign and international tribunals and courts.

IV. Computer Law Matters

Assist Ginnie Mae with matters involving computer hardware and software, communications, networking and Internet working, and electronics, including research, written memoranda and opinions, preparation or review of contracts or other legal documents, attendance at meetings, and such other relative assistance as requested.

V. E-Commerce

Provide advice, expertise and legal services in the area of e-government, including e-commerce and electronic signatures, in connection with Ginnie Mae's MBS and multiclass programs. Services which may be requested under the contract include, but are not limited to, review and interpretation of currently existing and new legislation, regulations and guidelines, such as the Electronic Signatures in Global and National Commerce Act (Public Law 106-229); the Government Paperwork Elimination Act (44 U.S.C. 3504 *et seq.*) and the computer Security Act, to ensure Ginnie Mae is in compliance with the requirements in all areas of e-government, and assistance with disputes, litigation or administrative proceedings that arise from Ginnie Mae's MBS and multiclass programs.

VI. Federal Budget and Appropriations

Provide advice, assistance and representation of Ginnie Mae as necessary on legal issues relating to the federal budget and appropriations process and their impact on existing and proposed Ginnie Mae programs, including review of documents, assistance with research, advice, preparation or review of legal memoranda or other documents, and assistance with research, advice, drafting legislation, regulations and other publications, as necessary.

VII. Litigation Support

Provide advice, assistance or representation of Ginnie Mae, as necessary, in all phases of both affirmative and defensive litigation matters in connection with the MBS and multiclass programs or new or proposed programs. In addition to providing assistance directed by OGC this may include assisting the Department of Justice or independently representing Ginnie Mae. It is anticipated that assistance will be needed in suits to exercise Ginnie Mae's rights and remedies against mortgage-backed securities issuers, custodial banks and document custodians, and to enforce the duties and obligations of these parties. Cases may

involve the following issues: Ginnie Mae's recovery of missing custodial funds; protection or enforcement of lender's rights; issuers' attempts to recover advances, bankruptcy or receivership matters; recovery of custodial documents; federal procurement matters; and preserving Ginnie Mae's rights against third parties with alleged claims to mortgages which form the backing for MBS.

VIII. Legislative, Regulatory and Policy Issues

The contractor shall provide legal advice and opinions in the development of legislation, regulation and policies, including legal advice and opinions of strategies for implementing policy and regulatory changes.

IX. General Assistance and Advice

With respect to current and proposed or future programs, OGC and Ginnie Mae may require assistance in research, advice, preparation or review of legal memoranda, and program/administrative-related documents and representation at meetings. These services may include, but are not limited to, assistance with the filing of insurance claims (fidelity, errors, and omissions) against issuers.

X. Electronic Communication

The contractor must have electronic access capability to receive and transmit documents with HUD. The contractor must be able to transmit documents to HUD or other entities at OGC's direction in Microsoft Word 7.0 (or current HUD version) PC format. File compression software, such as WinZip, etc., is recommended for the transmittal of documents larger than 2 megabytes. HUD's existing platform consists of a Windows 95 microcomputer connected to Netware LAN operating systems using Lotus Notes Mail as the standard electronic mail system.

XI. Printing Orders

If requested by Ginnie Mae in writing, the contractor shall provide printing services and bill Ginnie Mae the cost of such services. For example, a contractor requested to undertake a rewrite of the Ginnie Mae MBS Guide also may be requested to print such guide.

SECTION D - PACKAGING AND MARKING

D.1 AS 501 ENVIRONMENTALLY SAFE PACKAGING (NOV 1997)

The offeror or contractor shall package non-breakable deliverables (reports, proposals, studies, etc.) using environmentally safe packaging materials (e.g., recycled paper). The packaging methods shall be in accordance with the best commercial practices and provide adequate protection during shipping and handling.

D.2 PAYMENT OF POSTAGE AND FEES

All postage and fees related to submitting information, including forms and reports to the Contracting Officer or the Government Technical Representative, shall be paid by the Contractor. All packaging, marking and mailing shall be done in the most economical manner consistent with commercial practices.

D.3 MARKING

All information submitted to the Contracting Officer or the GTR shall clearly indicate the contract number and the task order number of the contract for which the information is being submitted.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-6	INSPECTION--TIME-AND-MATERIALS AND LABOR-HOUR	JAN 1986

SECTION F - DELIVERIES OR PERFORMANCE

F.1 TASK ORDERING PROCEDURES

Awardees of this contract will be given fair consideration for task orders within the scope of work in Section C as set forth in FAR 16.506. The contractors will be issued a statement of work and will compete by way of brief written and/or oral technical presentations as to how they will perform the task. The technical evaluation factors for award of task orders, to be further described in the task orders, will be technical approach, corporate experience and staffing, and past performance. The contractor's cost proposal shall be the hourly rates set forth in the contract in Section B, Labor Categories, Unit Prices Per Hour and Payment, and will be considered as the cost factor in the award of a task order. The task order shall be concurred in by the Assistant General Counsel for Ginnie Mae/Finance, and then executed by the contractor and the Contracting Officer. Such work shall not commence until the task order, signed by the Contracting Officer, has been issued.

The Contractor shall notify the Contracting Officer and the Government Technical Representative in writing when expenses accrued exceed 75% of the ceiling price for each task order. In the notification the Contractor shall include its price proposal for completion of the required task and, if the ceiling would need to be exceeded, complete explanation of the circumstances necessitating the increase. The Contracting Officer will evaluate the proposal and will provide the Contractor written instruction within five (5) working days after receipt of the proposal. If an increase in price is approved, the order will be amended to reflect the new ceiling price.

52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 PAYMENT SCHEDULE AND INVOICE SUBMISSION

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the rates stated in Part I, Section B of this contract. Work ordered shall be invoiced under separate matter numbers.

(b) Payment Schedule. Payment of the contract price will be made upon completion and acceptance of all work.

(c) Submission of Invoices.

Invoices shall be submitted to the Controller, Government National Mortgage Association, 451 7th St., SW, Room 6218, Washington, DC 20410.

To constitute a proper invoice, the following information must be included:

1. Vendor Invoice Number
2. Contract Number
3. Task Order Number
4. Billing Period
5. Total amount approved by Ginnie Mae for the contract and for the task order
6. Amount of the invoice for the billing period by task order
7. Cumulative amount billed for the contract and each task order
8. Balance available for the contract and for each task order
9. The labor hours and costs for each level of personnel, including identifying the job level (i.e., partner, junior partner, etc.) and the names of the individuals by task order
10. The cost of out-of-pocket expenses by task order. Indicate type of expense (i.e., airplane, hotel, meals, taxi, etc.) and the names of the individuals who created the expenses.

All invoices submitted for payment without the above financial information and data will be returned as improper, thus delaying payment.

(d) Contractor Remittance Information. The contractor shall provide the payment office with all information required by FAR clause 52.232-33, "Mandatory Information for Electronic Funds Transfer Payment," 52.232.34, "Optional Information for Electronic Funds Transfer Payment," or other supplemental information (contracts for commercial services) as applicable.

G.2 ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITIES FOR CONTRACT ADMINISTRATION

A. Contracting Officer

The Contracting Officer has the overall responsibility for the administration of this contract. The Contracting Officer alone is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details, and/or delivery

schedules.

B. 2452.237-74 TECHNICAL DIRECTION. (JUN 1985)

(a) The Assistant General Counsel for Ginnie Mae/Finance will provide technical direction on contract performance. Technical direction includes: (1) Direction to the contractor as to which areas the Contractor is to emphasize or pursue; (2) Comments on the approval of reports or other deliverables.

**G.3 HUDAR 2452.237-73 CONDUCT OF WORK AND TECHNICAL GUIDANCE
(OCT 1999) ALTERNATE I (APR 1984)**

(a) The Government Technical Representative (GTR) is the Vice President for Policy, Planning and Risk Management, Marilyn Carlson, or a successor designated by the Contracting Officer. The Contracting Officer will notify the contractor in writing of any change to the current GTR's status or the designation of a successor GTR. The GTR duties under this contract shall only include final approval of invoices. The Assistant General Counsel for Ginnie Mae/Finance is a Government Technical Monitor (GTM) and is the liaison with the contractor for the conduct of work.

(b) The GTM from the Office of General Counsel will provide guidance to the contractor on the technical performance of the contract. Such guidance shall not be of a nature which:

(1) Causes the Contractor to perform work outside the scope of the contract; (2) Constitutes a change as defined in FAR 52.243-1; (3) Causes an increase or decrease in the cost of the contract; (4) Alters the period of performance or delivery dates; or, (5) Changes any of the other express terms or conditions of the contract.

(c) The Assistant General Counsel for Ginnie Mae/Finance shall provide direction on contract performance. Such direction must be within the contract scope of work and may not be of a nature which:

(1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in FAR 52.243-1; (3) causes an increase or decrease in the cost of the contract; (4) alters the period of performance or delivery dates; or, (5) changes any of the other express terms or conditions of the contract.

G.4 POST-AWARD CONFERENCE

After award, the Contractor shall meet with the Contracting Officer, the GTR, the General Counsel, and any designated Government Technical Monitors (GTM) for a post-award conference in the HUD Building in Washington, DC. Specific details of this contract will be reviewed at that time.

G.5 SUBCONTRACTING CHANGES

The addition of any subcontractors not approved at the time of award must be approved in writing by way of contract modification signed by the Contracting Officer, following approval by the Office of General Counsel.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ORGANIZATIONAL CONFLICTS OF INTEREST-LEGAL SERVICES 2452.209-72

(a) In order to determine whether any offeror of legal services has conflicts or potential conflicts that would disqualify it from the award of the contract, HUD must know the facts and circumstances regarding the offeror's past or present representation of other clients in matters involving HUD. An actual conflict of interest would arise if the offeror agrees to represent HUD in the same matter in which it formerly represented a client who took a position adverse to HUD. HUD in its sole discretion will determine what constitutes "same matter" and what is "a position adverse to HUD." A potential conflict would arise if the offeror agrees to represent HUD while it represents another client in a matter involving HUD. An actual conflict would disqualify an offeror from further consideration, and a potential conflict may also raise concerns that would disqualify an offeror.

(b) To enable HUD to make the determination of whether conflict of interest concerns would disqualify an offeror, an offeror under this solicitation must submit to HUD a list of all former and current clients whom the offeror has represented in any claims against HUD, any matters involving HUD as a party, and any matters without formal parties, such as rule-making or attempting to influence legislation or policy, in which HUD has a direct interest. An offeror must also submit a description of the facts and circumstances of each such claim or matter with sufficient detail to allow HUD to make an informal conflict of interest determination. An offeror who has multiple offices must submit this information for all of its offices, including offices that are not proposed to provide services to HUD under the contract. HUD may request an offeror to submit additional information to enable it to make the necessary conflict determination. HUD in its sole discretion will determine whether to disqualify an offeror on the basis of conflict of interest concerns that the offeror's ability to render impartial, technically sound, objective assistance or advice to HUD may be compromised.

(c) Prior to the award of a contract under this solicitation, an offeror must supplement its disclosure of the information required under paragraph (b) of this section with any new information that arises after the initial submission. An offeror must also agree to supplement its disclosure of the information required under paragraph (b) of this section with any new information that arises after award of the contract.

(d) Failure or refusal to provide the information set forth above, the nondisclosure of such information, or the misrepresentation of any relevant facts concerning such information shall disqualify an offeror from consideration for the award of a contract under this solicitation.

H.2 ORGANIZATIONAL CONFLICTS OF INTEREST—LIMITATIONS ON CONTRACTORS PROVIDING LEGAL SERVICES 2452.209-73

(a) As if the date of the execution of this contract, the contractor shall not represent any client other than HUD, or enter into any agreement to represent any client other than HUD, in any claims against HUD, any matters involving HUD as a party, and any matters without formal parties, such as rule-making or attempting to influence legislation or policy, in which HUD has a direct interest and in which HUD, at its sole discretion, determines that the contractor's ability to render impartial, technically sound, objective assistance or advice to HUD may be compromised.

(b) Upon execution of this contract, the contractor agrees to immediately terminate all existing attorney-client relationships that present a conflict as determined paragraph (a) and to not enter into any new conflicting attorney-client relationships.

H.3 CONFIDENTIALITY OF INFORMATION OBTAINED

Except as contemplated under this contract or as required by law, the Contractor shall keep confidential all information obtained in connection with the performance of services under this contract and shall not disclose any information to any third party other than: (1) employees of the Contractor with a need to know such information; (2) experts with a need to know such information, provided that the prior written consent of Ginnie Mae is obtained before disclosure of such information to an expert; and (3) any other third party as directed, in writing, by Ginnie Mae. No information obtained by the Contractor shall be used for the benefit of the Contractor or any of its clients without the prior written consent of Ginnie Mae. All employees and owners of the Contractor shall also be bound by these provisions. Upon any termination or expiration of this contract, if requested by Ginnie Mae in writing, the Contractor shall promptly return or destroy, as specified by Ginnie Mae, all copies of confidential information.

H.4 OWNERSHIP OF WORK PRODUCT

Notwithstanding anything to the contrary in this contract, the Contractor agrees that all work product (including opinions and advice, whether oral or written) arising out of this contract is derived and intended solely for the use and benefit of Ginnie Mae. The Contractor acknowledges that all work product (including, but not limited to, opinions, advice, data, documentation and software) shall be the property of Ginnie Mae and, at Ginnie Mae's request, shall be returned to Ginnie Mae upon the termination or expiration of this contract. The Contractor agrees that it will not assert lien rights against any such work product.

H.5 SUBCONTRACTING PLAN

(a) The Contractor's approved subcontracting plan is a material part of this contract and is hereby incorporated by reference.

(b) The Contractor shall submit subcontracting reports using Standard Form 294, "Subcontracting Report for Individual Contracts." The SF 294 shall be submitted semi-annually (based on the Federal fiscal year) during the period of contract performance. A separate report is required for each contract at completion. The report is due by the 30th day of the month following the close of the reporting period. Reports are required when due, including negative reports (i.e., when there has been no subcontracting activity or there has been no change from the last reporting period). The Contractor shall distribute the SF 294 as follows:

Original Small Business Specialist
 Office of Procurement and Contracts Policy and Evaluation Division, Room 5276

One copy Contracting Officer, Susan M. Taylor, Room 6151

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	OCT 2000
52.219-22	SMALL DISADVANTAGED BUSINESS STATUS	OCT 2000
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - TARGETS	OCT 2000
52.222-3	CONVICT LABOR	AUG 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998

52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.232-7	PAYMENT UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS ALTERNATE II (JAN 1986)	MAR 2000
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUN 1997
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	MAR 1994
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.242-13	BANKRUPTCY	JUL 1995
52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	OCT 1998
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
2452.203-70	PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES	DEC 1992
2452.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST	APR 1984
2452.222-70	ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES	JUL 1988
2452.237-71	REPRODUCTION OF REPORTS	APR 1984

I.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders signed by the Contracting Officer and the Assistant General Counsel for Ginnie Mae/Finance. Such orders may be issued from the effective date of the contract through the end of the effective period.

(b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

(c) If mailed, a task order is considered "issued" when the Government deposits the order in the mail.

I.3 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the services specified, and effective for the period stated in the

Schedule. The quantities of services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 months after contract expiration..

I.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services beyond the 5 year contract expiration within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

I.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

I.6 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 1999) ALTERNATE I (OCT 1998)

(a) Definitions. As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[] Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://www.hud.gov/cts/ctshudar/html>

I.8 CONTRACTOR EMPLOYEE TRAVEL

Requested travel to locations other than the HUD Building will be reimbursed in accordance with the Federal Travel Regulations and HUDAR 2452.251.70, Contractor Employee Travel .

I.9 HUDAR 2452.237-70 KEY PERSONNEL (OCT 1997)

The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer: Provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

INDIVIDUAL	POSITION/TITLE
_____	_____
_____	_____
_____	_____
_____	_____

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

1. Opinion Letter

[Closing Date]

Government National Mortgage Association
451 Seventh Street, SW
Washington, DC 20410

Re: Ginnie Mae REMIC Trust 200[]-[]

Ladies and Gentlemen:

This letter is delivered to you in our capacity as your Legal Advisor in connection with the issuance and sale of the (i) Ginnie Mae Guaranteed REMIC Pass-Through Securities, Ginnie Mae REMIC Trust 2000-[] (the “Series 2000-[] [REMIC] Securities”), pursuant to a Trust Agreement, dated as of [], 200[] (the “[REMIC] Trust Agreement”), between [Trustee], as trustee (the “Trustee”), and [Sponsor], as sponsor (the “Sponsor”), and (ii) Ginnie Mae Guaranteed Grantor Trust Pass-Through Securities, Ginnie Mae MX Trust 2000-[] (the “Series 2000-[] MX Securities” and, together with the Series 2000-[] REMIC Securities, the “Series 2000-[] Securities”), pursuant to a Trust Agreement, dated as of [], 200[] (the “MX Trust Agreement” and, along with the REMIC Trust Agreement, a “Trust Agreement”), between the Trustee and the Sponsor]. Capitalized terms have the meanings assigned to them in the glossary contained in the Ginnie Mae Multiclass Securities Guide, [], 200[] Edition[, as amended through [], 200[]] (the “Guide”). At your request, we have reviewed each of the following documents related to the issuance of the Series 2000-[] Securities:

- Sponsor Agreement
- Offering Circular
- Trust Agreement[s]
- Guaranty Agreement
- Forms of the Series 2000-[] Securities
- Trustee’s Receipt and Safekeeping Agreement
- Accountants’ Comfort Letter concerning the Offering Circular
- Accountants’ Comfort Letter as of the Closing Date
- Closing Flow of Funds Instruction Letter
- Transfer Affidavit relating to the Class R[R] Securities

We advise you that each of the foregoing documents substantially complies with the form document included in the Guide.

Further, we advise you that we have reviewed the opinions of Trust Counsel, the opinion of the Sponsor and the opinion of Trustee's Counsel, each delivered pursuant to Section 7 of the Standard Sponsor Provisions. The opinions are satisfactory in form and scope to us, and we believe that you may properly rely on those opinions.

In the course of our review and discussions, nothing has come to our attention that leads us to believe that the issuance and sale of the Series 2000-[] Securities on the terms set forth in the documents is inconsistent with the policies and purposes of the Ginnie Mae Multiclass Securities Program as reflected in the Guide.

Further, we advise you that in our opinion the guaranty by Ginnie Mae of the payments of principal and interest on the Series 2000-[] Securities in accordance with the terms of each Trust Agreement, as applicable, is permitted under Section 306(g) of the National Housing Act and the May 26, 1994 Federal Register Notice implementing the Ginnie Mae Multiclass Securities Program.

This letter is solely for the information and use of Ginnie Mae and its agents and is not to be used, circulated, quoted or relied upon by, nor may copies be delivered to, any other person without our prior written consent.

Very truly yours,

PART IV - REPRESENTATIONS AND INSTRUCTIONS

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS**

52.203-11

**CERTIFICATION AND DISCLOSURE REGARDING
PAYMENTS TO INFLUENCE CERTAIN FEDERAL
TRANSACTIONS**

APR 1991

K.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.2 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
(MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women- owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

**K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**
(MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.4 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street | Name and address of owner and
(street address, city, state, | operator of the plant or facility
county, code) | if other than offeror or respondent

**K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(MAY 1999)
ALTERNATE II (NOV 1999)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8111, NAICS code 541110.

(2) The small business size standard is \$5.0 million [average annual receipts for 3 preceding fiscal yrs].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(5) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror

shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) Definitions.

"Small business concern", as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern", as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.6 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(FEB 1999)**

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ☐ has, ☐ has not filed all required compliance reports;
and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.7 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.8 HUDAR 2452.203-71 CERTIFICATION REGARDING FEDERAL
EMPLOYMENT (DEC 1992)**

By submitting an offer, the offeror hereby certifies that it is not owned or substantially owned or controlled by one or more Federal employees.

**K.9 HUDAR 2452.226-70 CERTIFICATION OF STATUS AS A MINORITY
BUSINESS ENTERPRISE (AUG 1995)**

Bidder, Offeror or Supplier certifies that he or she ☐ is, ☐ is not, (check one), a minority business enterprise which is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the box applicable to you)

☐ Black Americans

☐ Hispanic Americans

☐ Native Americans

☐ Asian Pacific Americans

☐ Asian Indian Americans

K.10 AS 1910 SIGNATURE BLOCK (NOV 1997)

By signature below, the bidder/offeror certifies that all Representations and Certifications contained in the solicitation are complete and accurate as required. 18 U.S.C. Section 1001 and the Program Fraud and Civil Remedies Act of 1986(31 U.S.C. 3801 - 3812) set forth penalties for making false statements in bids/proposals.

Signature

Typed Name

Title

Date

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://www.hud.gov/cts/ctshudar/html>

52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.232-28	INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS	MAR 2000
52.237-10	IDENTIFICATION OF UNCOMPENSATION OVERTIME	OCT 1997
2452.219-70	SMALL, SMALL DISADVANTAGED AND WOMEN- OWNED SMALL BUSINESS SUBCONTRACTING PLAN	OCT 1995
2452.219-71	SUBMISSION OF SUBCONTRACTING REPORTS	OCT 1999
2452.209-70	POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST	FEB 2000
2452.233-70	REVIEW OF CONTRACTING OFFICER PROTEST DECISION	OCT 1999

L.2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Labor Hour, Indefinite Quantity contract resulting from this solicitation.

L.4 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

L.5 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Susan M. Taylor

Hand-Carried Address:

U.S. Department of Housing and Urban Development (HUD)
451 Seventh Street, SW, Room 6151
Washington DC 20410-3000

Mailing Address:

U.S. Department of Housing and Urban Development (HUD)
451 Seventh St., SW, Room 6151
Washington DC 20410-3000

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6 AS 2112 SPECIAL INSTRUCTION REGARDING LOBBYING DISCLOSURES

If the bidder/offeror is required to complete an SF-LLL, Disclosure of Lobbying Activities (see FAR 52.203-11), the offeror shall obtain the form from the contracting officer or contract specialist identified in the solicitation.

L.7 PROPOSAL PREPARATION INSTRUCTIONS

PHASE I - WRITTEN PROPOSAL

A. General Instructions

Proposals in Phase I shall be submitted in two separate parts as further described below - Part I, the Written Technical Proposal, and Part II, the Business Proposal. Each of the parts must be complete in itself and **separately bound**, so the evaluation of each part may be conducted independently. Proposals shall be enclosed in sealed packaging and addressed to the office specified in the solicitation. Facsimile offers will not be considered.

Only those offerors who are selected for the competitive range will be invited to give an oral presentation (Phase II) addressing the evaluation factors listed in Section M. At the conclusion of Phase I, successful offerors will be notified by facsimile transmission and scheduled for their oral presentations as outlined herein.

Part I of the written technical proposal shall include only the offeror's past performance and key personnel, as outlined below, and shall be limited to 30 pages. Those pages in excess of 30 pages will not be evaluated or considered. Cover pages and tabs are not included in the count. The written technical proposal shall include a maximum of 15 pages to address key personnel with no more than three pages for each resume per key personnel. In the event the resumes do not total 15 pages, offerors may add the remaining pages to their written technical proposal for past performance and vice versa. Part II, the business proposal, shall only include the three items described in Section L-7-C, below.

Proposals shall be submitted in an original and 4 copies of Part I, the written technical proposal, and an original and 4 copies of Part II, the business proposal, **with each part separately bound.**

The written technical proposal shall use the specific format below. These directions assist in providing a fair and equitable evaluation of all proposals. The Government may determine those proposals not following the directions as unacceptable and may reject such offers from further consideration.

- 8.5 by 11 inch paper
- 12 pitch print or larger
- 1.25 inch left hand margin, .75 inch right hand margin and 1 inch margins at both the top and bottom for each page
- all pages single sided
- all pages single spaced
- every page sequentially numbered; and
- page numbers shall be centered in the bottom margin.

Note: The offeror may use a one page cover letter which will not be counted against the 30 page limitation and will not be evaluated.

B. Part I - Written Technical Proposal

Offerors shall address the following in their written technical proposal.

(1) Past Performance. The offeror shall provide evidence of the offeror's (i.e., firm's or organization's) past performance and experience in performing the work and/or providing the deliverables required by the solicitation, including meeting delivery dates and schedules the same as, or substantially similar to, that required by the solicitation. The offeror shall provide references as follows: the names and telephone numbers of contact persons for previous customers who can provide information regarding the performance of the offeror's firm during the last three years on work of a similar nature to that described in the statement of work, Section C. Include the dollar amount and length of contract for each contract referenced. (References will be called.) The offeror shall describe its capabilities, and those of its major subcontractors and/or joint venture partners, if any, to perform this work. Information on the offeror's size, experience, and resources available to enable the offeror to fulfill the requirements shall be provided. It shall include information on corporate facilities and equipment currently available for use. When discussing previous Government and/or private sector projects similar to that proposed, provide sufficient detail to convince evaluators of the relevance of the skills and objectives involved. In particular, offerors shall address how their demonstrated past performance and expertise satisfy the evaluation criteria set forth in the solicitation in Section M.

(2) Key Personnel Resumes. The offeror shall provide the names, position descriptions and information to support the qualifications, including relevant experience, specialized training and education, of all proposed key personnel (see the clause entitled "Key Personnel" in this solicitation for further definition). Include names of employers and dates of employment. The term "personnel" shall include any proposed consultants and subcontractor employees who will perform duties of key personnel.

C. Part II--Business Proposal

(1) The offeror shall complete the Representations and Certifications provided in Section K of this solicitation and include them in this Part II.

(2) The offeror shall provide information regarding price requested in Section B-5, Labor Categories, Unit Prices Per Hour and Payment.

(3) The offeror shall provide evidence of financial responsibility through submission of audited financial statements for 2 years or similar documents showing financial responsibility.

PHASE II - ORAL PRESENTATIONS

Those offerors who are determined to be in the competitive range will be invited to make an oral presentation (Phase II) addressing the evaluation factors listed in Section M. The order in which the offerors present will be determined by lot. The offerors will be given the date, time, and place for the presentation. Firms will be given approximately 2 weeks notice that they have been selected to present and the time of their presentation. It is anticipated that oral presentations will be held approximately March 22 to April 12. The proceedings will be videotaped. Presentations will be limited to no more than one hour and a half hours (90 minutes). The Government may ask questions at the conclusion of the presentation, but the question period will not count against the time limit. The question and answer period will not exceed one hour. **The oral presentation must be presented by the key personnel**

identified in Section I. No one other than key personnel who will be assigned to this contract will be permitted to present any part of the oral presentation.

The offeror shall use the presentation to explain its understanding, approach, and allocation of resources to enable complete evaluation of the offeror's capability to provide the services required herein. The offeror shall demonstrate how it plans to meet the stated requirements or goals and that the offeror has the necessary understanding, expertise, facilities, personnel and experience to perform successfully.

During oral presentations offerors may use charts, view graphs and/or exhibits to support their oral presentation. Powerpoint or other similar software presentation may also be used. One copy of the firm's Powerpoint or similar software presentation is to be provided to the Contracting Officer. Note: the offeror is responsible for providing a person to flip the view graph charts if this will not be done by the briefer. Any view graphs must be prepared in a font size large enough to be seen at the back of a conference room. Although a computer is generally available for Powerpoint presentations, the offeror should be prepared with their own back up equipment. Ginnie Mae cannot guarantee equipment availability, but a screen will be accessible.

No price information is to be included in the oral presentation or briefing charts.

The 90 minute time limit will begin with Ginnie Mae's direction to begin. During the question period the Government may ask questions of the briefer for clarification if something is not clear, but there will not be a negotiation.

Each offeror who has made an oral presentation will be permitted to submit a revised offer, if desired. The date for receipt of these offers will be five days after the completion of oral presentations. The government reserves the right to ask offerors to respond to additional questions following the completion of all presentations.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 BEST VALUE PROCUREMENT

Ginnie Mae has determined to use the Best Value-tradeoff analysis process. In accordance with FAR 15.306(b), Ginnie Mae may have communication with offerors before establishing the competitive range. After establishing the competitive range, Ginnie Mae may conduct exchanges of information (discussions/negotiations). After exchanges are completed, offerors in the competitive range will be requested to submit Proposal Revisions or Final Proposal Revisions (FPR). Upon submission and evaluation of the FPR, a selection decision will be made and a contract awarded.

M.3 COMPETITIVE RANGE DETERMINATION

In accordance with FAR 15.609, a competitive range will be established by the Contracting Officer following review of the Phase I Written Technical Proposals and prior to entering into Phase II, oral presentations. Only those offerors selected for the competitive range will be given the opportunity to make an oral presentation.

M.4 RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS

(a) The Government will make an award to the responsible offerors whose offers conform to the solicitation and are most advantageous to the Government (i.e., those which represent the best value to the Government), cost or price and other factors considered. The combined relative merit of the technical evaluation factors listed below will be more significant than cost or price in the selection of the contractors. While the cost or price factor has no numerical weight, it is a criterion in the overall evaluation of proposals. Furthermore, the proposed cost or price must be considered reasonable and must reflect the proposed technical approach. The number of hours that will be used under this contract is not readily predictable. For example, the number of multiclass transactions that Ginnie Mae guarantees in any given year is determined by market conditions. Ginnie Mae has had as many as eleven transactions in one month and no transactions in others. Further, the number of issuer defaults in any given year is not predictable and, further, the amount of legal work required as a consequence of any given default is not predictable. Therefore, Ginnie Mae has set a minimum compensation amount of \$10,000, and has as many as 59,500 total hours available. Although the minimum payment amount is on a per firm basis, the total amount of hours available will be awarded by task orders competed between as many firms as are

selected.

(b) The Government may award a contract to other than the lowest priced offer. In the event that two or more offers are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most advantageous to the Government.

M.5 EVALUATION FACTORS FOR AWARD

1. Experience (50 points)

- (a) Demonstrated experience in performing legal services related to the Ginnie Mae programs identified in the statement of work. (25 points)
- (b) Demonstrated litigation experience in representing parties in administrative or judicial forums on matters involving mortgage-backed securities, or other complex financial or securities matters. (25 points)

2. Past Performance (30 points)

- (a) Quality of service. Demonstrated competence of firm and key personnel with work performed and technical support provided on work the same or substantially similar to the requirements listed in the statement of work. (20 points)
- (b) Timeliness of performance. Demonstrated successful performance of the firm and key personnel including demonstrated flexibility and ability to complete tasks on tight time frames. (5 points)
- (c) Business Relations. Demonstrated effective management of clients' direction, reasonableness, ability to cooperate and work with multiple offices and to propose effective solutions to client problems. Describe manner in which the contract tasks, including subcontracts and teaming approaches, will be managed. (5 points)

3. Personnel Qualifications (30 points)

Demonstrated qualification and experience of the attorneys that will be responsible for carrying out the tasks identified in the statement of work. Includes an evaluation of the key personnel of subcontractors or joint venture partners who are identified in the proposal as being primarily responsible for particular areas of expertise.

4. Small Disadvantaged Business Participation (10 points)

This factor will be evaluated as a Scored SDB participation evaluation factor with each of the following subfactors being worth five (5) points each:

- (a) The extent to which SDB companies are specifically identified;
- (b) The complexity and variety of the work SDB concerns are to perform.

The evaluators will look for this information on the area identified in the proposal that addresses this factor.